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IN THE

Supreme Court of the United States

October Term, 1957

No. 827

GENERAL TRUCK DRIVERS, CHAUFFEURS, WAREHOUSEMEN & HELPERS, LOCAL 270 OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN & HELPERS OF AMERICA, AFL-CIO,

AND

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN & HELPERS OF AMERICA, AFL-CIO,

AND

MURRAY W. MILLER, TRUSTEE FOR LOCAL NO. 270 OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN & HELPERS OF AMERICA, AFL-CIO,

PETITIONERS,

v.

NATIONAL LABOR RELATIONS BOARD,

RESPONDENT.

PETITION FOR A WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE DISTRICT OF COLUMBIA

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PETITIONERS,

v.

NATIONAL LABOR RELATIONS BOARD,

RESPONDENT.

PETITION FOR A WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE DISTRICT OF COLUMBIA

Petitioners pray that a writ of certiorari issue to review the judgment of the United States Court of Appeals for the District of Columbia affirming a decree of the National Labor Relations Board directing petitioners to cease and desist from certain picketing which was alleged to be in violation of Section 8(b)(4)(A) and (B) of the National Labor Relations Act, as amended.

OPINION BELOW

The Opinion of the Court of Appeals is not yet reported and is attached hereto as Appendix "A". See also R. 54.

JURISDICTION

The judgment of the Court of Appeals was entered on January 23, 1958 (R. 56).

The jurisdiction of this Court is invoked under 28 U.S.C. Sec. 1254.

QUESTION PRESENTED

Whether otherwise legitimate picketing carried on against a primary employer at a primary place of employment, where other neutral employers are also engaged in work, can be proscribed by the Board under Section 8(b)(4)(A) or (B) of the Act through the device of utilizing easily drawn inferences as proof of an unlawful object of involving neutrals in the primary dispute, such inferences being based on circumstances present in almost every common situs picketing situation; or whether, in view of the protections afforded primary picketing under Sections 7 and 13 of the Act and under the Federal Constitution, the Board can conclude such unlawful object only on the basis of substantial proof of an actual purpose of involving such neutrals?

The circumstances from which the Board has here inferred an unlawful object of involving neutrals are (1) the availability of another place of business of the primary employer where the employees of the primary employer spend only 19 to 25 minutes of their working day, but where the Board concludes picketing could be "adequately" or "effectively" carried on without picketing at the common situs where such employees spend the major portion of their working day; (2) the presence at the common situs place of picketing of employees of neutrals who are members of another union known to be reluctant to cross picket lines; (3) the failure of the picketing union to take affirmative steps actively to discourage employees of neutrals from respecting the picket line; (4) the existence of an arrangement between a customer of the primary employer

and the picketing union, entered into after all picketing had ceased and at the request of that customer, that if the union resumed picketing, the customer would be given an opportunity to unload its products from the primary employer's trucks and to obtain the services of another carrier.

STATUTES INVOLVED

The pertinent provisions of the Labor-Management Relations Act (61 Stat. 136, 29 U.S.C. Sec. 151, *et seq.*) are Sections 7, 8(b)(4)(A) and (B) and 13:

> "Sec. 7. Employees shall have the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, and shall also have the right to refrain from any or all of such activities except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of employment as authorized in section 8(a)(3)."

> "Sec. 8 . . . (b). It shall be an unfair labor practice for a labor organization or its agents— . . .
> "(4) to engage in or to induce or encourage the employees of any employer to engage in, a strike or a concerted refusal in the course of their employment to use, manufacture, process, transport, or otherwise handle or work on any goods, articles, materials, or commodities or to perform any services, where an object thereof is: (A) forcing or requiring any employer or self-employed person to join any labor or employer organization or any employer or other person to cease using, selling, handling, transporting, or otherwise dealing in the products of any other producer, processor, or manufacturer, or to cease doing business with any other person; "(B) forcing or requiring any other employer to recognize or bargain with a labor organization as the representative of his employees unless such labor organization has been cer-

tified as the representative of such employees under the provisions of section 9; . . ."

"Sec. 13. Nothing in this Act, except as specifically provided for herein, shall be construed so as either to interfere with or impede or diminish in any way the right to strike, or to affect the limitations or qualifications on that right."

STATEMENT

A. *The Facts*

There is no conflict as to the facts, all of which are found in the Trial Examiner's Report (R. 23) as adopted by the Board (R. 18).

Petitioners are a New Orleans local union of truck drivers (hereinafter referred to as the "Union", its parent organization, and one of its officials. In July of 1956 that Union, having obtained signed membership application cards from a majority of the employees at the Diaz Drayage Co., a trucking firm doing business in the New Orleans area, requested that company to recognize and bargain collectively with it. Upon the company's refusal, a strike was declared on August 1, 1956, which strike was accompanied by picketing of the company. The picketing was carried on both at the Diaz garage where employees spent from 19 to 25 minutes per day in picking up and returning the trucks which they drove in hauling various petroleum products for customers of Diaz to the New Orleans Port of Embarkation, and also at that Port where the Diaz trucks were picketed whenever they appeared. The Diaz truck drivers spent the major portion of their working day at the Port of Embarkation, where because of crowded conditions they were often obliged to wait in line for long periods each time they appeared to make a delivery. The Union, after making a thorough study of where the Diaz employees could best be reached in event of a strike, had concluded that the Port of Embarkation was most ap-

propriate for that purpose, and the Trial Examiner found that there was "greater convenience and practicality to the Teamsters in picketing at this [the Port] situs." (R. 36.)

It was while the Diaz trucks were waiting to be unloaded at the Port that they were picketed by the union, and such picketing was carried on only when a Diaz truck appeared for unloading. The pickets were stationed as close to the Diaz trucks as possible, and the picket signs carried by the pickets bore the following legend (R. 26):

"ORGANIZATIONAL PICKET — DIAZ DRAYAGE CO.—NON-UNION — DIAZ EMPLOYEES — JOIN OUR UNION FOR BETTER WAGES AND WORKING CONDITIONS. GENERAL TRUCK DRIVERS LOCAL 270, AFL-CIO."

The pickets were instructed to speak to no one and, if questioned by anyone, merely to hand out a leaflet containing the following language (R. 27): "THIS PICKET IS DIRECTED AT THE EMPLOYEES OF DIAZ DRAYAGE CO. WE ARE ATTEMPTING TO ORGANIZE THE EMPLOYEES OF DIAZ DRAYAGE CO. THIS IS ALL I CAN TELL YOU ACCORDING TO LAW." The Board and the Trial Examiner found that these instructions were carried out by the pickets. There is no evidence, charge or suggestion that the union conspired with any other union, union members or employees employed at any of the warehouses or docks or unloading platforms at the Port to obtain their support in the dispute with Diaz.

The picketing had the effect of halting unloading of the Diaz Company trucks only; the picketing had no effect on the loading or unloading of other trucks or vehicles at the Port, which other trucks and vehicles continued to be unloaded by the dock employees at all times during the presence of the pickets. The dock employees in question were employed by the Ryan Stevedoring Company of New

Orleans and were members of the International Longshoremen's Association, an independent union. On seeing the picket signs, these employees voluntarily refrained from unloading the Diaz trucks even though made aware by their union representative of the possibility of disciplinary action against them. They did this with the acquiescence, indeed, under the direction of their supervisors who, whenever the pickets appeared, assigned them to work on other parts of the dock or on trucks other than Diaz trucks.

The picketing was carried on at the Port only for two days (August 1-2) and at the Diaz garage for only three days (August 1-3), at which times the picketing was enjoined by state court injunction. It was never thereafter resumed.

Some thirteen days after the picketing had first been instituted and some eleven days after it had ceased in its entirety, one of Diaz's principal customers—the Delta Petroleum Co.—approached the Union to make an arrangement under which the Union would agree not to resume picketing at the Port until the Diaz trucks carrying Delta products could be unloaded, in return for which Delta agreed to try to replace Diaz with another trucker. The Union consented to this arrangement.

B. *The Proceedings Before The Board and Court Below*

As the result of the picketing, Diaz filed charges of violation of Section 8(b)(4)(A) and (B) of the Act, which charges were heard before a Trial Examiner in New Orleans, who on November 6, 1956, issued his Intermediate Report finding the Union had so violated the Act by its picketing as aforementioned.

Following the filing of exceptions by the Union, the Board, on March 29, 1957, affirmed the rulings of the Trial Examiner and adopted his Findings, Conclusions and Recommendations in their entirety. Specifically, the Board

concluded that the picketing was carried on for the illegal object of inducing the dock employees of neutrals such as Ryan Stevedoring Company to cease unloading the Diaz trucks because (1) the Union had available to it the Diaz garage where picketing could be "effectively" carried on and where there was "adequate" opportunity to reach Diaz truck drivers so that picketing elsewhere must have been for an unlawful motive, (2) the Union could reasonably anticipate that picketing at the Port would have the effect of inducing Ryan's employees at the dock to quit work because such employees were members of a militant union that traditionally respected picket lines, (3) the Union made no affirmative effort other than the language of its picket signs and the statement on its handbills to disabuse Ryan's employees of the notion that the picketing was to encourage them to cease servicing Diaz trucks, and (4) the agreement between the Union and Delta Petroleum that the Union would not resume picketing until the Diaz trucks already loaded or enroute to the Port could be unloaded, in return for which the company stated it would try to get another trucker to replace Diaz, indicated that the union was desirous of inducing neutral employers to cease doing business with Diaz.

The Board ordered the Union to cease and desist all picketing at the Port, and the Union petitioned the court below to review the Board order. On January 23, that court (Chief Judge Edgerton and Circuit Judges Danaher and Bastian) directed enforcement of the Board's order. It did so solely because it deemed itself bound[1] by the majority decision of a different panel of judges of that court in *Truck Drivers Local Union 728, etc. v. National*

[1] In this respect it stated:

"It [the Union] contests only the Board's conclusion that the picketing violated the secondary boycott provisions of the Act. On this point we deem ourselves bound by this court's opinion in *Truck Drivers and Helpers Local Union 728, etc. v. National Labor Relations Board*, ... U. S. App. D. C. .... F. 2d ....., decided October 28, 1957. We therefore enforce the Board's order."

Labor Relations Board (United States Court of Appeals Case No. 13651, sometimes referred to as the Second *Campbell Coal* case, decided October 28, 1957, and as yet unreported, but which is before this Court on petition for writ of certiorari in Case No. 736, October Term 1957). The Local 728 case involved a similar attempt by the Board to infer the existence of an unlawful object in a common situs picketing situation on the basis of circumstances analogous to those present in this case, and the court there upheld the Board's order solely for the reason that

> "The Board's interpretation of the Act and the Board's application of it in doubtful situations are entitled to weight . . . We recognize the doubt, but we must give weight to the resolution of it by the Board."

The decision of the court below in the present case indicated neither lack of sympathy with the Union's position in the case nor sympathy with the decision of the Board in the Local 728 case; as indicated above, the court upheld the Board solely because it felt itself bound by the earlier opinion in the Local 728 case.

REASONS FOR GRANTING THE WRIT

This case is a companion case to the Local Union 728 case, *supra*, presently on petition for writ of certiorari before this Court in No. 736. In both cases the Board has attempted flatly to proscribe otherwise legitimate picketing of a primary employer carried on in connection with an ordinary labor dispute, where such picketing occurs at a place where other neutral employers are engaged in work and where the primary employer could be picketed at another place of business. In both cases it has attempted to proscribe such picketing by use of the same device, namely, the making of unwarranted inferences of an unlawful object to involve the neutrals in the dispute, based on circumstances present in almost every common situs picketing situation, and by creating various duties on the part of un-

ions attempting such picketing—duties not set forth or contemplated under any portion of the Act, but the failure to perform which duties are held to constitute evidence of an unlawful object. By use of this device, the Board, for all practical and legal purposes, has destroyed what unions have always regarded as one of their fundamental rights, namely, the right to picket an employer with whom they have a labor dispute at those places of operation where that employer can be reached most effectively, or, for that matter, at any place where that employer is carrying on his normal business.

Since the issues and the principles of law involved in both this and the Local 728 case are the same, it is respectfully requested that this Court consider the present petition together with the petition in Case No. 736, and, to avoid duplication of argument, we respectfully refer this Court to the Reasons for Granting the Writ appearing in the Petition in Case No. 736 (p. 7). The circumstances of the present case, even more so than the circumstances involved in the Local 728 case, illustrate the extremes to which the Board has gone in denying the right to picket in the common situs situation, and demonstrate the importance of the underlying question in both cases of whether the Board is warranted in applying Section 8(b)(4)(A) and (B) so as to limit and circumscribe, without reference to any criteria spelled out in the Act, one of labor's most basic prerogatives. As indicated by the Petition in No. 736, in proceeding as it does in such situation, the Board has completely disregarded the special protection accorded the right to picket under Sections 7 and 13 of the Act. Further, the Board has ignored repeated declarations of Congressional sponsors of the Act that they did not intend in any way to interfere with ordinary picketing and the ordinary strike, and has attached no significance to the failure of Congress either to make or even talk about special restrictions on the right to picket in the

common situs situation, such as restrictions based on the "effectiveness" of the picketing, "adequacy" of ability to communicate, or the availability of another situs of picketing. By so doing, the Board has proceeded to make its own law concerning the right to picket at a common situs of employment, and has decreed, without warrant in any language of the Act, that there shall be no picketing at a common situs of employment where another single situs is available.

The Board attempted to achieve this result in the first instance by an arbitrary pronouncement that it would always infer an illegal object of involving neutrals in common situs picketing where another site was available. *Campbell Coal Co.*, 112 NLRB No. 119. The court below in *Sales Drivers, Helpers & Building Construction Drivers Local Union 859, etc. v. N.L.R.B.*, 97 U.S. App. D.C. 173, 229 F. 2d 514, cert. den 351 U.S. 972, and by the Fifth Circuit in *N.L.R.B. v. General Drivers Local 968, AFL*, 225 F. 2d 205, put a halt to this too easy method of concluding an illegal object and reminded the Board that the protections of Section 13 required more definite proof of an actual object to accomplish what is proscribed in Section 8(b)(4)(A) and (B). The Board then resorted to the device complained of here and in No. 736 of making inferences from other circumstances normally involved in common situs picketing even though, as in the cases of the first *Campbell Coal* case it had previously considered such circumstances of no importance. In addition, it resorted to the further device of creating affirmative obligations, such as the duty of affirmatively disabusing any neutral employees of any thought that the picketing was directed against their employer, even though such duties are nowhere prescribed in the Act. In *Campbell*, the duty of thus contacting the neutral's employees apparently arose only when the union had exercised its otherwise proper right of requesting the neutral employer himself to assist it in its labor dispute by voluntarily ceas-

ing to deal with the struck employer, and the neutral had refused such request, but in the present case this duty appears to exist even where there has been no attempt to seek a neutral's assistance.

The present case constitutes even stronger proof of the arbitrary nature of the Board's conclusion that the picketing at the Port of Embarkation must necessarily have been for an illegal object, because here the picketing, admittedly carried on in connection with the primary dispute, was carried on at the most natural, logical and practical place for such picketing, namely, the place where employees of the struck employer spent the major portion of their working day. Yet, because the picketing could have been and was also carried on at another place of employment where there were no neutrals present engaged in work, the Board would restrict the picketing to that place even though the employees of the primary employer were engaged in work there only from 19 to 25 minutes per day.

To bolster such a holding, the Board relies on inferences even more specious than those involved in Case No. 736. For instance, the Board infers the picketing at the Port to be for an unlawful object because the union could reasonably have anticipated that such picketing would involve Ryan's employees, those employees being members of another union that had respected picket lines on other occasions. Needless to say, if this is a factor which can operate to permit the Board to invalidate otherwise proper picketing, then there would be few if any instances in which a union could legally engage in picketing at any place which other union members are known to approach or where other union members are employed.

Next, the Board infers an unlawful object because the union had failed to take affirmative steps to disabuse Ryan's employees of the notion that the picketing was to encourage their support. Although the Board found that the pickets'

signs were properly directed and that the pickets refrained from taking any direct action to induce Ryan's employees or the employees of any other neutrals to support their strikes either by way of oral communication or otherwise, apparently the Board would require the union to take the further step of directly urging Ryan's employees to cross the picket line. Aside from the fact that any such requirement would be contrary to the entire tradition of picketing as conceived, carried on, and regarded in the American labor movement, it should once again be noted that there is nothing in the Act or its legislative history which indicates any Congressional intent that a requirement as drastic as that now proposed by the Board should exist either in the common situs picketing situation or in any other picketing situation. Furthermore, the actual evidence in the case makes clear that any involvement of Ryan's employees was either a completely voluntary act on their part or else was prompted by the actions of their own supervisors. In any event, it appears that the Board has gone far afield in creating a new duty on the part of pickets affirmatively to discourage recognition of the picket signs by fellow union members, and then utilizing the failure of the pickets to perform this new duty as proof of an unlawful object. As stated by Judge Bazelon, dissenting in the Local 728 case, *supra:*

> "The employees of the neutral employer are free to support the Union out of feelings of solidarity. The law does not forbid the Union to receive such support. The Board's requirement of affirmative action is calculated to deprive the Union of that support. This, of course, seriously impairs the Act's basic policy not "to interfere with or impede in any way the right to strike." 49 Stat. 457 (1935), 29 U.S.C. § 163 (1952).

Finally, the Board infers proof of an object to involve Ryan and other neutrals because of an alleged arrangement between the Union and Delta Petroleum under which the Union agreed not to resume picketing at the Port until the

Delta trucks already loaded or en route to the Port could be unloaded, in return for which Delta would replace Diaz with another trucker. How this arrangement could constitute any proof of an unlawful object is difficult to see. To begin with, the arrangement was entered into some 13 days *after* the picketing had first been instituted and some 11 days *after* it had ceased in its entirety. Secondly, Delta Petroleum approached the Union to make the arrangement, and not the Union the company; how can any inference *against the Union* be drawn from this? Finally, even had the Union first approached Delta, it would have done so only in the exercise of a right which both the Board and the courts have consistently held are available to unions engaged in labor dispute, namely, the right directly to solicit a neutral employer for his voluntary cooperation and assistance. Once again the Board has drawn an invidious inference, here applied retroactively, from the exercise of a legitimate right.

It is one thing to rely on such concrete factors as indicative of an unlawful intent as picket signs which are directed against employers other than the primary employer, the fact of actual incitement or direct request of neutral employees not to handle the products of the struck employer, or connivance with other unions for their members to lend support. *(Cf. N.L.R.B. v. Denver Building and Construction Trades Council*, 341 U.S. 675; *International Brotherhood of Electrical Workers, Local 501, AFL, v. N.L.R.B.*, 341 U.S. 694; *Local 74, United Brotherhood of Carpenters, etc. v. N.L.R.B.*, 341 U.S. 707.) It is quite another to infer an unlawful intent from circumstances such as were relied on in this case and in No. 736.

If, instead of relying on the inference or speculation, we look to the record in this case, certainly the evidence taken as a whole indicates that the real purpose of the picketing at the Port—that which "satisfied the picket's aim"—was the quite natural and obvious one of reaching Diaz employ-

ees at the place where they spent the larger portion of their working day and to contact such employees for organizational purposes, where it would be most practical and effective so to do. Certainly, if inferences are to be indulged in in this case, the Board could as readily and with greatly more logic have inferred a proper object in the picketing; "when the Board could as reasonably infer a proper motive as an unlawful one, substantial evidence has not proved the respondent to be guilty of an unfair labor practice." *N.L.R.B. v. Houston Chronicle Publishing Co.*, 211 F. 2d 848. This, it is submitted, is particularly true when there are involved rights finding specific and paramount protection under Section 13 of the Act and under the Federal Constitution.

CONCLUSION

It is respectfully submitted that, for the reasons asserted above, the Petition for a Writ of Certiorari should be granted in this case and in No. 736, this term.

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APPENDIX A

United States Court of Appeals

FOR THE DISTRICT OF COLUMBIA CIRCUIT

No. 13968

GENERAL TRUCK DRIVERS, CHAUFFEURS, WAREHOUSEMEN & HELPERS, LOCAL 270 OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN & HELPERS OF AMERICA, AFL-CIO, *et al.*, PETITIONERS

v.

NATIONAL LABOR RELATIONS BOARD, RESPONDENT

On Petition to Review and on Petition for Enforcement of an Order of the National Labor Relations Board

---

Decided January 23, 1958

Mr. Herbert S. Thatcher for petitioners.

Mr. Arnold Ordman, Attorney, National Labor Relation Board, of the bar of the Supreme Court of Massachusetts, *pro hac vice*, by special leave of Court, with whom *Messrs. Stephen Leonard*, Associate General Counsel, National Labor Relations Board, and *Marcel Mallet-Prevost*, Assistant General Counsel, National Labor Relations Board, were on the brief, for respondent. *Mr. Owsley Vose*, Attorney, National Labor Relations Board, also entered an appearance for respondent.

Before EDGERTON, *Chief Judge,* and DANAHER and BASTIAN, *Circuit Judges.*

PER CURIAM: The union asks us to set aside an order of the National Labor Relations Board requiring it to cease and desist from certain picketing found to violate §8(b)(4)(A) and (B) of the National Labor Relations Act, as amended, 61 Stat. 141, 29 U.S.C. §158(b)(4)(A) and (B), and to post the customary notices. The Board asks us to enforce its order.

The union does not dispute the factual findings which underly the Board's order. It contests only the Board's conclusion that the picketing violated the secondary boycott provisions of the Act. On this point we deem ourselves bound by this court's opinion in *Truck Drivers and Helpers Local Union 728, etc.* v. *National Labor Relations Board,* — U.S.App.D.C. —, — F. 2d —, decided October 28, 1957. We therefore enforce the Board's order.

UNITED STATES COURT OF APPEALS FOR THE DISTRICT OF COLUMBIA CIRCUIT

GENERAL TRUCK DRIVERS, CHAUFFEURS, WAREHOUSEMEN & HELPERS, LOCAL 270 OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN & HELPERS OF AMERICA, AFL-CIO, ET AL., PETITIONERS,

v.

NATIONAL LABOR RELATIONS BOARD, RESPONDENT.

UNITED STATES COURT OF APPEALS FOR THE DISTRICT OF COLUMBIA CIRCUIT

Filed: February 25, 1958.

(S) JOSEPH W. STEWART,
Clerk.

DECREE ENFORCING AN ORDER OF THE NATIONAL LABOR RELATIONS BOARD

No. 13,968

Before: Edgerton, Chief Judge, and Danaher and Bastian, Circuit Judges.

This cause came on to be heard upon the petition of General Truck Drivers, Chauffeurs, Warehousemen & Helpers, Local 270 of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of A., AFL-CIO; and International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of A., AFL-CIO; and Murray W. Miller, Trustee for Local No. 270 of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of A., AFL-CIO, to review and set aside the Order of the National Labor Relations Board, dated March 29, 1957, and upon the cross-petition of the Board to enforce said Order. The Court heard argument of respective coun-

sel on December 3, 1957, and has considered the briefs and the transcript of record filed herein. On January 23, 1958, the Court, being fully advised in the premises, handed down its decision granting the Board's petition for enforcement of said Order of March 29, 1957. In conformity therewith, it is hereby

ORDERED, ADJUDGED AND DECREED that the Petitioners, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, AFL-CIO, and General Truck Drivers, Chauffeurs, Warehousemen and Helpers, Local 270 of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, AFL-CIO, and Murray W. Miller, Trustee of Local 270 of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America, AFL-CIO, their officers, agents, successors and assigns shall:

1. Cease and desist from inducing or encouraging employees of Ryan Stevedoring Company, or the employees of any employer other than Robert L. Diaz, Jr. and Warren G. Diaz, Sr., doing business as Diaz Drayage Company, to engage in a strike or concerted refusal in the course of their employment to use, manufacture, process, transport, or otherwise handle or work on any goods, articles, materials, or commodities, or to perform any services, where an object thereof is (a) to force Ryan Stevedoring Company or any other employer or person to cease doing business with Robert L. Diaz, Jr., and Warren G. Diaz, Sr., doing business as Diaz Drayage Company, or (b) to force or require Robert L. Diaz, Jr. and Warren G. Diaz, Sr., doing business as Diaz Drayage Company, to recognize or bargain with Teamsters Local 270, as collective bargaining representative of its employees, unless and until certified as such representative in accordance with the provisions of Section 9 of the National Labor Relations Act, as amended.

2. Take the following affirmative action, which the National Labor Relations Board has found will effectuate the

policies of the National Labor Relations Act, as amended;

(a) Post at the business office of Teamsters Local 270 in New Orleans, Louisiana, copies of the notice attached hereto and marked Appendix. Copies of said notice, to be furnished by the Regional Director for the Fifteenth Region of the National Labor Relations Board (New Orleans, Louisiana) shall, after being duly signed by Petitioners' representatives, be posted by them immediately upon receipt thereof and be maintained by them for sixty (60) consecutive days thereafter in conspicuous places including all places where notices to their members are customarily posted. Reasonable steps shall be taken by the Petitioners to insure that said notices are not altered, defaced, or covered by any other material. The Petitioners shall also sign copies of the said notice which the aforesaid Regional Director shall submit for posting, the Employers willing, at the premises of Diaz Drayage Company and Ryan Stevedoring Company.

(b) Notify the aforesaid Regional Director in writing within ten (10) days from the date of this Decree what steps Petitioners have taken to comply herewith.

PER CURIAM

Dated: February 25, 1958.

APPENDIX

To All Members of General Truck Drivers, Chauffeurs, Warehousemen & Helpers, Local 270, of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America, AFL-CIO

PURSUANT TO A DECREE

of the United States Court of Appeals enforcing an order of the National Labor Relations Board, and in order to effectuate the policies of the National Labor Relations Act we hereby notify you that:

WE WILL NOT engage in, or induce or encourage the employees of RYAN STEVEDORING COMPANY or of any employer other than Robert L. Diaz, Jr., and Warren G. Diaz, Sr., partners doing business as DIAZ DRAYAGE COMPANY, to engage in a strike or concerted refusal in the course of their employment, to use, manufacture, process, transport, or otherwise handle or work on goods, articles, or commodities, or to perform any services for their respective employers where an object thereof is to force or require any employer or person to cease doing business with Robert L. Diaz, Jr., and Warren G. Diaz, Sr., partners doing business as DIAZ DRAYAGE COMPANY, or to force or require Robert L. Diaz, Jr., and Warren G. Diaz, Sr., partners doing business as DIAZ DRAYAGE COMPANY to recognize or bargain with the undersigned labor organizations, or either of them as the representative or representatives of its employees.

unless and until certified as such representatives in accordance with the provisions of Section 9 of the National Labor Relations Act.

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN & HELPERS OF AMERICA, AFL-CIO

(Labor Organization)

Dated _____ by _____
(Representative) (Title)

GENERAL TRUCK DRIVERS, CHAUFFEURS, WAREHOUSEMEN & HELPERS, LOCAL 270 OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN & HELPERS OF AMERICA, AFL-CIO

(Labor Organization)

Dated _____ by _____
(Representative) (Title)

Dated _____ by _____

MURRAY W. MILLER, TRUSTEE FOR LOCAL 270 OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN & HELPERS OF AMERICA, AFL-CIO

This notice must remain posted for 60 days from the date hereof, and must not be altered, defaced, or covered by any other material.